

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION

REGULAR MEETING

MINUTES

Jarvis Hall

4505 Ocean Drive

Tuesday, September 10, 2013

7:00 P.M.

1. [CALL TO ORDER, MAYOR ROSEANN MINNET](#)

Mayor Roseann Minnet called the meeting to order at 7:00 p.m. Also present were Vice Mayor Scot Sasser, Commissioner Mark Brown, Commissioner Stuart Dodd, Commissioner Chris Vincent, Town Attorney Susan L. Trevarthen, Town Manager Connie Hoffmann, Finance Director Tony Bryan and Town Clerk Vanessa Castillo.

2. [PLEDGE OF ALLEGIANCE TO THE FLAG](#)

3. [INVOCATION - Pastor Jim Goldsmith](#)

Pastor Jim Goldsmith gave the Invocation.

4. [ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS](#)

Mayor Minnet announced the following:

- Add to Item 5 – Presentation by Randy Avon on Sister Cities International
- Pull Item 11a – Additional language requested to allow the Town Manager to suspend or modify its location
- Add Item 11h – New item - *Approval of an Addition to the East Commercial Streetscape Improvement Project Guaranteed Maximum Price (GMP) of \$16,101.00 for purchase and installation of Tree grates*
- Move Item 17c – Discuss after the Town Manager's Report

5. [PRESENTATIONS](#)

This item was discussed after Item 8a.

Randy Avon of Sister Cities International, former Vice President and currently serving as a Board Member for that organization, thanked the Town for the action taken to rebirth its Sister Cities Organization. He was committed to helping this not-for-profit organization that brought culture, heritage, scholarships and tourism into communities

at virtually no cost. They were one of three organizations in the U.S. that the United States President served as honorary chairman, and he hoped Mayor Minnet would be the honorary president of the Town's Sister Cities Organization.

6. PUBLIC COMMENTS

Mayor Minnet opened the meeting for public comment.

Edmund Malkoon said the Fish Fry event was successful, thanking everyone for their support and noted that the Annual Oktoberfest event would take place in Jarvis Hall on October 19, 2013.

Ken Brennar discussed Item 17a and the changes to the Special Event Application.

Pat Pereira spoke about a code enforcement citation she believed was unjustly issued for her parked car.

Cindy Geesey thanked everyone involved with providing activities for the Rest, Romance & Relaxation Program, commenting on past and future participant couples.

Dr. Kenneth Most donated a scrapbook to the Town of documents and photographs of the first four or five years of the Town's Sister Cities Association.

John Boutin spoke about the upcoming "Isabella-By-The-Sea" fundraiser reception to which everyone was invited to participate. He also mentioned a raffle for a 3-day/2-night stay at the Windjammer Resort with proceeds to benefit "Isabella-By-The-Sea".

Bill Vitollo remarked on issues related to Item 17e regarding 3270 Spanish River Road and that the neighbors want it demolished. He also mentioned that everything looked great in the downtown area and urged Town staff to keep the Commercial Boulevard improvement projects on schedule.

With no one else wishing to speak, Mayor Minnet closed the public comment portion of the meeting.

7. PUBLIC SAFETY DISCUSSION

Mayor Minnet announced Broward Sheriff's Office (BSO) would hold a "Shred-A-Thon" and an "Operation Medicine Cabinet" on Saturday, September 21, 2013, 9:00 a.m. to 12:00 noon in front of Jarvis Hall.

8. TOWN MANAGER REPORTS

a. Town Manager's Report (Town Manager Connie Hoffmann)

Town Manager Hoffmann mentioned the stamped asphalt treatment slated for the intersection at Bougainvillea Drive and Washingtonia Avenue would commence in the next week.

Mayor Minnet asked if a similar treatment would take place in Bel-Air as well.

Town Manager Hoffmann remarked Bel-Air was completed, and the residents opted for a different color and treatment than stamped asphalt.

Commissioner Dodd asked about the status of the license plate reader cameras. He heard from Vicki Eckels that a number of multifamily properties refused to participate in the Town's recycling program. He restated his suggestion to charge residents choosing not to participate in the Town's recycling program more for trash disposal services, as their refusal was detrimental to the whole Town and the recycling efforts of other residents.

Town Manager Hoffmann responded Town staff was negotiating the terms of the software agreement for the license plate reader cameras, and installation of the cameras was scheduled for the last week of September into early October.

Commissioner Brown spoke on the license plate readers, noting that the proposal he drafted and sent to the Florida League of Cities was accepted, and it would come up for a vote in the League's Transportation Committee later in September. He asked them to make it one of the League's lobbying priorities when the Florida Legislature met in 2014.

b. Commercial Boulevard Projects Update – Verbal Report (Project Manager, State Contracting & Engineering Corporation (SCEC))

Leah Griffin and Tim Smith of SCEC gave a PowerPoint presentation to update the Commission on the Commercial Boulevard Projects, further reflected in the backup.

Town Manager Hoffmann said the base for the entryway sculpture was installed and would be painted and signage put in place. Though the sculpture was complete, it would not be installed until late November, after the worst of the hurricane season passed. She mentioned the East Commercial Streetscape project was getting close to the point where the existing sidewalk would be torn up in front of the stores.

Commissioner Brown asked if both projects were on schedule.

Ms. Griffin affirmed they were both on schedule for the December completion.

Mayor Minnet observed the overall project was on schedule for the four quadrants, but asked for clarification on whether the project was off schedule for any of the four quadrants.

Ms. Griffin responded the southwest lot had several issues beyond the contractor's control, so they missed the intermediate milestone date; the major impact was the

Florida Department of Transportation's (FDOT) delay in executing the Joint Participation Agreement (JPA) for the drainage work on Commercial Boulevard that set the project back three weeks. Also, the delay in selecting the lighting packages caused additional delays.

Vice Mayor Sasser commented that the Town Commission wished to ensure the projects were completed on time, in particular the east project. He understood that unforeseen issues caused delays, hence the additional time being built into the schedule. Such issues were likely to arise in the east, so he was skeptical as to that portion of the project meeting its December deadline. At the last Commission meeting, he requested a contingency plan in the event the east project was delayed into the heavy tourist season, such as postponing the project to allow foot traffic and not disrupt the businesses. He asked staff and the contractor to keep this in mind, and for staff to keep pressure on the contractor to meet the milestones. The businesses that would be adversely affected by delays were not large franchise retailers; they were small proprietors whose business was their livelihood. He applauded Town staff and the contractor for trying to stay on schedule and speeding up the process to combat delays, but maintaining accountability was important.

Ms. Griffin responded that the contractor's number one goal was to complete the projects on time. They took every step possible to mitigate issues that caused delays. They worked Saturdays on both projects and noted they had started a week early on the northeastern block on the west Commercial project. She understood the passionate concerns of the businesses in both projects.

Vice Mayor Sasser acknowledged that most people support what they see taking place.

Commissioner Vincent discussed the delays in the southwest quadrant of the West Commercial project, hoping they would not recur. He recalled the contract required SCEC to prepare an updated critical path method (CPM) schedule to monitor progress, and the Commission had yet to receive one from the contractor. Though Mr. Carty gave a narrative on the project schedules and delays, with a two-week projection in the CPM, it would be better to see the update with the original baseline schedule with any updates in the CPM from the beginning. He thought the CPM schedule would better explain delays. Commissioner Vincent commented that SCEC indicated the project was one month late, which was attributed to two causes, the delay in entering the joint project with FDOT, though it made no sense to him that not having the JPA caused a delay. The problem was the parking lot was disrupted for longer than expected, and the question was whether the JPA was needed to start or finish the work; if it was, that delay was beyond the control of the Town. The redesign of the lighting delayed the light fixture package procurement, along with the pavers. However, as pavers were a fairly flexible method of construction, the underground work could have been performed, leaving open the areas where the electrical poles would be placed. Commissioner Vincent thought it unlikely the area could be open to traffic in a meaningful way, even if the asphalt pavement were done early, as potential problems that could result, such as tripping hazards, lack of lighting, exposed electrical, and extending the time to complete the work. The delayed decision on the lighting fixtures was reasonable, as it gave the

Commission and residents a chance to consider the appearance of the poles and other aesthetic issues. He believed the aesthetic aspects of the project was so heavily managed and considered, that practical, technical aspects took longer than normal.

Ms. Griffin responded that the baseline schedule was part of the Construction Manager-at-risk's guaranteed maximum price, and they updated the CPM schedule on the 25th of every month, which was required for SCEC to get paid. They met with the Mr. Carbon and Town Manager Hoffmann every Thursday and gave their two-week look ahead for both Commercial Boulevard projects. All these reports were available for review on the Town's website.

Mr. Smith commented that the JPA was an issue. The problem was FDOT staff had not filed it into their project log last spring and FDOT closed their system a month before the end of their fiscal year. FDOT didn't start to process the JPA until the second week of July. The contractor could have done the drainage work, but without an executed JPA, the Town would not be reimbursed for any work done before execution. The JPA delay held up the sidewalk work and the drainage, which was unlikely to happen. Mr. Smith replied that light pole design determined the foundation design, so the delay in selecting the lighting package caused a delay in setting the foundations for the poles, which held up work. He noted one of the businesses did not want an FP&L service in the walkway adjacent to their property walkway, which caused some delay as the contractor met with FP&L to move the equipment, as the owner stated his was an aesthetic based business. Mr. Smith stated the work on the projects was accelerating, as most of the issues had been overcome, and they anticipated fewer delays. He believed the West Commercial Boulevard project could be completed ahead of schedule. There were issues with the water service on east Commercial Boulevard, as the City of Fort Lauderdale needed to relocate some water services, but the effects of those problems were not yet felt.

Town Manager Hoffmann commented that the issue on Anglin Square had to do with FP&L, and she believed great progress had been made with FP&L the previous week. Working with FP&L on a schedule was difficult, noting the main issue was removing the large pole sitting in the middle of Anglin Square that fell down in December 2012. She said that pole would be removed, as the underground utilities were installed. The Town finally got a date when FP&L would erect a temporary pole in front of Scott's on El Mar Drive, and that would enable the removal of the large pole in six to seven weeks. There were guide wires coming off the Anglin Square pole that interfered with building the new Anglin Square Plaza, and that would be a challenge for the contractors to work around, as FP&L said the wires could not be removed. Mr. Carbon was working on the water service issues with Fort Lauderdale, as he once ran that department.

Commissioner Vincent thanked Mr. Smith for clarifying the reason for the delay due to the JPA.

Commissioner Dodd commented, as SCEC worked on numerous projects in many cities, he sought their assurance that the Town Commission and staff went above and

beyond in all areas over which they had control to help the contractors complete the projects on schedule. The Commission wished to be informed if this was not the case.

Mr. Smith replied, due to the tight time frame, the projects would be impossible to accomplish without a collaborative effort, the cooperation and 24/7 commitment of Town staff. Their work was exemplary, and working with the Town was a pleasure.

Town Manager Hoffmann thought when both projects were completed, the Town would be wowed and residents very impressed by how beautiful the results would be.

Item 17c - Construction Extension Request for 3261 Fiesta Way - was discussed at this time.

9. [TOWN ATTORNEY REPORT](#)

This item occurred after Item 17c.

None

10. [APPROVAL OF MINUTES](#)

a. [June 25, 2013 Regular Town Commission Meeting Minutes](#)

Commissioner Dodd made a motion to approve the above stated minutes as presented. Commissioner Vincent seconded the motion. The motion carried 5-0.

11. [CONSENT AGENDA](#)

Pull items 11b and 11g for discussion.

- a. [Special Event Application for a Public Menorah Lighting Ceremony proposed for Sunday December 1, 2013 \(Town Clerk Vanessa Castillo\)](#)
- c. [Lauderdale-By-The-Sea Garden Club Requests for Parking Jarvis Hall Events \(Town Clerk Vanessa Castillo\)](#)
- d. [Purchasing Authorization for Direct Purchases for the West Commercial Streetscape Project \(Town Manager Connie Hoffmann\)](#)
- e. [FY 2013-14 Medical and Prescription Drug Coverage \(Finance Director Tony Bryan\)](#)
- f. [FY 2013-14 Vision and Dental Coverage \(Finance Director Tony Bryan\)](#)
- h. [Approval of an Addition to the East Commercial Streetscape Improvement Project Guaranteed Maximum Price \(GMP\) of \\$16,101.00 for purchase and](#)

installation of twelve (12) Precast Paver Tree grates with State Contracting and Engineering Corporation (Project Manager Albert Carbone)

Commissioner Dodd made a motion to approve item 11a, 11c, 11d, 11e, 11f and 11h on the Consent Agenda. Commissioner Vincent seconded the motion. The motion carried 5-0.

- b. [Hardship Parking Permit Applications for FY 2013-2014 \(Assistant Town Manager Bud Bentley and Senior Office Specialist Karen Gates\)](#)

Vice Mayor Sasser noticed for FY 2013, Basin Drive requested one permit, and they were now requesting four, and staff recommended three; he questioned the increase.

Town Manager Hoffmann said they had two apartments; one was an efficiency and the other a two-bedroom unit, so it made sense to have a parking permit for every sleeping unit. Staff was reluctant to grant four permits, due to reduced parking in that area.

Vice Mayor Sasser made a motion to approve item 11b. Commissioner Dodd seconded the motion. The motion carried 5-0.

- g. [Payment to FP&L for Temporary Pole Associated with Utilities Underground Project \(Finance Director Tony Bryan\)](#)

Commissioner Dodd stated FP&L should be told they were holding up a \$4 million project for a \$7,000 issue, and this was not good public relations. He wondered if the Town should write to FP&L's PR Department to pressure them to commit to a date certain to get the work done on the pole for the undergrounding.

Commissioner Dodd made a motion to approve item 11g. Vice Mayor Sasser seconded the motion. The motion carried 5-0.

12. [ORDINANCES – PUBLIC COMMENTS](#)

a. Ordinances 1st Reading

- i. [Ordinance 2013-12 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING ARTICLE IX, "NOTICE OF INTENT OF PENDING LAND DEVELOPMENT REGULATIONS" OF THE CODE OF ORDINANCES TO DELETE NOTICE OF INTENT PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. \(TOWN PLANNER CONNIE HOFFMANN\)](#)

Mayor Minnet opened the discussion for public comment, which she closed upon receiving no input.

Commissioner Brown made a motion to approve Ordinance 2013-12. Commissioner Vincent seconded the motion. The motion carried 5-0.

- ii. **Ordinance 2013-13** – AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, FOLLOWING TOWN COMMISSION REVIEW AND CONSIDERATION OF CHARTER AMENDMENTS RECOMMENDED BY THE CHARTER REVIEW BOARD IN ACCORDANCE WITH SECTION 2.7 OF THE TOWN CHARTER; SUBMITTING PROPOSED CHARTER AMENDMENTS CONCERNING AMENDMENT OF SECTION 5.3 "TOWN MANAGER – APPOINTMENT, QUALIFICATIONS AND COMPENSATION," SECTION 6.2 "VICE MAYOR AND ACTING MAYOR PRO TEM," SECTION 6.3 "QUALIFICATIONS OF MEMBERS OF TOWN COMMISSION," SECTION 6.6 "FORFEITURE OF OFFICE," SECTION 6.7 "FORFEITURE HEARING AND PROCESS," AND CREATION OF SECTION 6.10 "VACANCY IN CANDIDACY FOR MAYOR-COMMISSIONER OR COMMISSIONER; "CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 11TH DAY OF MARCH 2014, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE (TOWN ATTORNEY SUSAN TREVARTHEN)

Mayor Minnet opened the discussion for public comment, which she closed upon receiving no input.

Vice Mayor Sasser thought question four took care of question three, wondering if both were needed.

Town Attorney Trevarthen affirmed both were needed. Presently, the Mayor/Commissioner did not have the ability to run for Commissioner after serving three terms as Mayor. Without question three, that would continue to be the case, as question four only made it possible for Commissioners to for Mayor.

Vice Mayor Sasser asked if the Commission would vote holistically or separately on each question.

Mayor Minnet pointed out the ordinance was presented holistically.

Commissioner Brown commented that at a previous Commission meeting, he voted against all of the proposed ballot questions based on faulty logic. He ignored the fact that the Charter Review Board (CRB) spent over a year, holding numerous public hearings and discussions, then discharging their responsibilities and voting in favor of the subject changes. He said his earlier position was wrong, as a Charter referendum afforded Town residents to vote on the proposed changes, so he supported putting

them on the ballot with the Commission as a united front. Commissioner Brown asked if the Town would do an educational program to get information out and facilitate residents having a better understanding of the six questions on their ballots.

Town Attorney Trevarthen indicated statutes prevented local municipalities from lobbying for the passage of ballot questions, though the Town could educate the public on the questions.

Mayor Minnet asked if passed, would the changes appear on the ballot as six questions or one question.

Town Attorney Trevarthen replied that the language in the ordinance was the exact wording that would be on the ballot, and the changes would appear as six separate questions. The places to check yes/no were in the ordinance beginning on page six, and on page two of the ordinance was the exact wording of the Charter change.

Commissioner Dodd expressed concern over the wording about the power wielded by the Commission as judge and jury of a fellow Commissioner's actions. It could cause a majority of the Commission to gang up on a single Commissioner, so he wondered if safeguards could be built into the process, such as having the input of the Town Attorney, Town Manager or a "legal heavyweight" from outside the Town.

Town Attorney Trevarthen responded the CRB discussed this issue, and her advice then and now was that there could be pitfalls to the proposed approach, but there was no better approach. Legally, there was no one with standing who could stand in judgment of members of the Commission; the Town Attorney and Town Manager were hired by the Commission, so they were subordinates. She intimated there were a number of protections in place; first, a finding and enforcement of the forfeiture clause on page four to five of the ordinance required a unanimous vote of the remaining Commissioners. Secondly, the proposed changes provided protection to a Commissioner whose conduct was in question, such as that Commissioner being entitled to present evidence and be afforded due process in a hearing. She stated the existing Charter provided no ability to make the punishment fit the crime, and the changes proposed allowed the ability to give a lesser penalty for a lesser violation. Town Attorney Trevarthen believed the overall effect of the question was to improve the concern expressed by Commissioner Dodd.

Mayor Minnet remarked when she was elected in 2008, she knew her term would be six years, and she sought no additional time. It was unfortunate that many negative things were said by people lacking the facts, and the proposed Charter changes would not affect her, as she could not run again for Mayor in the next election. She thanked the CRB for syphoning through the many Charter issues, as there were numerous issues in the Charter that needed closer scrutiny, and the CRB came to the Commission with great ideas. She hoped the Commission would vote to move forward with placing the questions on the ballot, so the Town's people could choose whether to enforce them in March 2014. Mayor Minnet stated she was displeased with the inability to move forward with any of the zoning or height limit changes, though the CRB worked very hard and

had great solutions to some of the inherent problems in the Charter. She understood the Commission's choice not to move forward with the changes and hoped the Mayor elected in 2014 charged a new CRB to revisit height limits and forward constructive, positive ideas as with the previous CRB. The issue of height limits was not political, but a foundation to help the Town move forward in a positive way.

Town Attorney Trevarthen clarified term limits were not a permanent bar to service, they only barred continually running for office. Once an individual took a two-year break in service, they could serve on the Commission again if the voters elected them.

Commissioner Dodd made a motion to approve Ordinance 2013-13. Commissioner Brown seconded the motion. The motion carried 5-0.

Second reading of Ordinance 2013-13 to occur on October 22, 2013.

b. Ordinances 2nd Reading

None

13. RESOLUTIONS – PUBLIC COMMENT

- a. Resolution 2013-37: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF LAUDERDALE-BY-THE-SEA PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET, DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE. (TOWN MANAGER CONNIE HOFFMANN)**

Mayor Minnet opened the discussion for public comment, which she closed upon receiving no input.

Commissioner Dodd asked who would pay for the service.

Town Manager Hoffmann replied Broward County said they would pay for the service if they have available funding, and the Town would pay for compatible radios and ancillary equipment. As the Town's public safety provider, the BSO were already replacing the radios, which the Town paid for through its annual payment to the BSO.

Commissioner Dodd wished to confirm this was being done as a regional service.

Town Manager Hoffmann said she was hesitant to say yes entirely, due to the County's language in the agreement.

Vice Mayor Sasser noticed in Article 5.1, \$12.50 went to the County for each moving traffic violation to fund its participation, so it seemed they would use those funds to pay

for the service. He thanked Town staff for pointing out the liability issues detailed in the backup, as it seemed this was not an optimal contract.

Vice Mayor Sasser made a motion to approve Resolution 2013-37. Commissioner Dodd seconded the motion. The motion carried 5-0.

- b. **Resolution 2013-38:** A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA APPROVING AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF LAUDERDALE-BY-THE-SEA PROVIDING FOR COOPERATIVE PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATION SYSTEM; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE. (TOWN MANAGER CONNIE HOFFMANN)

Mayor Minnet opened the discussion for public comment, which she closed upon receiving no input.

Vice Mayor Sasser made a motion to approve Resolution 2013-38. Commissioner Dodd seconded the motion. The motion carried 5-0.

- c. **Resolution 2013-39:** A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AN AGREEMENT WITH LAURIE JEAN HUCK IN THE AMOUNT OF \$103,200 FOR CREATION OF FOUR PLAZA SEALIFE SCULPTURES, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE. (TOWN MANAGER CONNIE HOFFMANN)

Mayor Minnet opened the discussion for public comment.

Rosa Michailiuk, resident, thought the estimated cost was too high to pay for the service.

Mayor Minnet closed the discussion to the public upon receiving no further input.

Vice Mayor Sasser noticed in the subject contract, Section 8.2.1, there was a two-year warranty for defects in material and workmanship, such as defects of inherent vice or qualities accelerating deterioration of the artwork. He wondered if Town staff could clarify the meaning of "defects". He agreed the cost was high and sought assurance the structures could stand up to exposure to the salt air.

Town Attorney Trevarthen believed the language in the subject resolution was identical to that contained in the Town's warranty for another sculpture, and that language had been heavily negotiated between the parties at the time. She thought the terms used in the resolution were appropriate to this type of artwork, and the intent was the same.

Town Manager Hoffmann concurred, stating the language came out of the County's agreements with artists in their public art programs; Town staff consulted with County staff as to standard requirements.

Vice Mayor Sasser asked if this included a two-year warranty.

Town Manager Hoffmann affirmed the two-year warranty.

Vice Mayor Sasser commented structures exposed to the salt air eventually faded.

Commissioner Brown agreed the cost was considerable, but he believed the sculptures would be absolutely beautiful, as they were signature pieces commissioned specifically for the Town, exhibiting themes unique to the Town. A piece of art was needed on the east section of the Town; hopefully in the future the Town could fund a piece of public artwork in that area of the Town.

Commissioner Vincent questioned as to the insurance issue, the means of security the Town had for the warranty, whether it was something that was binding by insurance or a bond, and would the artist be available in two years to correct any deficiencies.

Town Attorney Trevarthen responded the resolution contained security that was negotiated between the parties, and there was insurance in place.

Town Manager Hoffmann believed there was no requirement for a bond, and the outside insurance was only in place until the artwork was delivered to the Town.

Town Attorney Trevarthen concurred; the Town's insurance would take over once the sculptures were delivered to the Town.

Mayor Minnet commented there had been a change in one of the proposed sculptures, specifically the use of the spotted eagle ray native to the Town's waters.

Commissioner Dodd made a motion to approve Resolution 2013-39, selecting the Spotted Eagle Ray sculpture. Commissioner Brown seconded the motion. The motion carried 5-0.

Recess/Reconvene

14. QUASI-JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen asked the Commission to disclose *ex parte* communications related to the quasi-judicial items.

Commissioner Dodd stated he spoke to the applicant and viewed the subject site.

Town Attorney Trevarthen received no further *ex parte* communications. All persons wishing to speak on the following quasi-judicial items were duly sworn.

a. Setback Variance Application for 4324 N. Ocean Drive (Town Planner Linda Connors)

Town Planner Connors reviewed the details of the subject application as illustrated in the backup. The Board of Adjustment (BOA) reviewed the application at their July 2013 meeting and unanimously recommended approval with the conditions noted in the backup, and Town staff concurred.

Mayor Minnet opened the discussion for public comment, which she closed upon receiving no input.

Town Planner Connors mentioned communication from a member of the public about a concern over a parking garage being built on the site, which was not the case. She was excited about the improvements, as they were the first step towards the Town reaching its goal of the Midcentury Modern (MIMO) Architecture.

Commissioner Vincent made a motion to approve item 14a with the Board of Adjustment's recommendations. Commissioner Dodd seconded the motion. The motion carried 5-0.

b. Setback Variance Application for 112 Commercial Boulevard. (Town Planner Linda Connors)

Town Planner Connors presented the details related to the proposed application, as illustrated in the backup. The BOA unanimously recommended approval, and Town staff concurred.

Vice Mayor Sasser recalled the owner of the site speaking with another restaurant going into the site, and the owner was very forthcoming with the Commission about his plans at that time. He asked if the owner was as forthcoming with Town staff about his present plans and followed proper procedures for obtaining permits.

Town Planner Connors replied the owner did what was needed, and staff concentrated on ensuring the dumpster was enclosed. She signed off on the permit, as she wanted the dumpster enclosure, so the fault was not the applicant's.

Vice Mayor Sasser inquired if staff was aware of plans for the particular building.

Town Planner Connors responded for any changes to that building, the enclosure was already in place, and she told the property owner the enclosure should remain in place whether he used a dumpster or trash carts, as both had to be screened.

Vice Mayor Sasser asked if the two restaurants became one, would the Town still be covered with the existing dumpster enclosure.

Town Planner Connors affirmed the existing dumpster was shared by the two restaurants and was adequate; the number of pickups could be increased if needed.

Bill Ciani, property owner, added there was also a cleanout station within the walls of the enclosure with drainage to clean out bins, garbage cans, etc., as well running water. The dumpster was large enough to accommodate all four tenants on the site.

Mayor Minnet opened the discussion for public comment, which she closed upon receiving no input.

Commissioner Vincent made a motion to approve item 14b. Commissioner Dodd seconded the motion. The motion carried 5-0.

Mayor Minnet requested a motion to defer the Quasi-Judicial Hearings for items 14c and 14d to a date certain of October 8, 2013.

- c. [Quasi-Judicial Request Pursuant to Section 30-56, of the Town's Code Ordinances for Conditional Use Approval for Paid Private Parking in the B-1 Zoning District \(2 Commercial Boulevard\). \(Town Planner Linda Connors\)](#)
- d. [Quasi-Judicial Request Pursuant to Section 30-56, of the Town's Code Ordinances for Conditional Use Approval for Paid Private Parking in the B-1 Zoning District \(216 Commercial Boulevard\). \(Town Planner Linda Connors\)](#)

Vice Mayor Sasser made a motion to defer items 14b and 14c to a date certain of October 8, 2013. Commissioner Vincent seconded the motion. The motion carried 5-0.

15. [COMMISSION COMMENTS](#)

Commissioner Dodd thanked the resident who rang him to praise the Town Commission and staff for making the Town beautiful; it was a refreshing change from the complaints the Commission received. He encouraged residents to visit the Commercial Boulevard project sites to see the work, and picture how great the finished product will be.

Commissioner Vincent thanked Cindy Geesey for the "Wounded Warriors" Program and for inviting his daughter and him to meet Eric Hunter and his wife. They were the most remarkable people they ever met, and they felt extremely humbled by Mr. Hunter's courageousness. He saluted and praised all the country's veterans and persons in the armed services who worked to protect the United States of America.

Mayor Minnet stated that tomorrow was September 11 and asked everyone to take the time to reflect on the incidents on that day in 2001. Everyone should remember the men and women who courageously fought on that day to save lives, some of whom lost their lives in turn, as well as their families. Many events were being held across Broward County honoring those affected by September 11; she urged residents to attend.

16. [OLD BUSINESS](#)

a. [Setting Solid Waste Collection Rates for October 1, 2013 \(Finance Director Tony Bryan\)](#)

Finance Director Bryan reviewed the details of the subject item, as noted in the backup.

Commissioner Dodd commended Town staff for a very comprehensive analysis of an extremely complex subject.

Commissioner Dodd made a motion to approve item 16a. Commissioner Vincent seconded the motion. The motion carried 5-0.

17. [NEW BUSINESS](#)

a. [Grand Openings for Streetscape Business Owners \(Assistant To The Town Manager Pat Himelberger\)](#)

Town Manager Hoffmann said staff recommended waiving the special event and fire inspection fees for the grand opening events of businesses affected by the Commercial Boulevard projects held within the first 90 days following project completions.

Vice Mayor Sasser mentioned previous concerns about the area being so open, asking if there were any parameters staff suggested.

Town Manager Hoffmann said that the special event applications would be brought to the Commission for approval.

Commissioner Dodd fully supported staff's recommendation and the waiving of the fees and also wondered if Town staff had planned any form of ribbon cutting; staff and the Commission should devise some form of celebration or grand opening of the area.

Town Manager Hoffmann responded the plan was to have a separate grand opening celebration for each project, though timing was an issue, as the date of completion was just in advance of the Christmas season. Staff thought the busy season might not be a good time to have a grand opening celebration, but asked the Commission if they would want a ribbon cutting prior to the big celebration. She said this could be on a future agenda for discussion.

Mayor Minnet understood the subject item was just for the waiving of the fees.

b. [Commission Meeting Dates for November, December, and January \(Town Manager Connie Hoffmann\)](#)

Mayor Minnet acknowledged a Commission consensus to hold the November, December, and January Commission meetings on the following dates: November 12, 2013; December 10, 2013; and January 7 and 28, 2014, with the caveat that if an additional meeting was needed, one would be held.

c. Construction Extension Request for 3261 Fiesta Way (Town Planner Linda Connors)

This item was discussed after Presentations.

Town Planner Connors reviewed the details of the subject item as shown in the backup. She noted a neighboring property owner spoke to her about the subject application, stating they did not support granting the extension.

Steve Silliman stated his residence was immediately behind the property in question. Having been in the real estate industry for the last 45 years, he understood code requirements. Since they began demolishing the house at the subject address, the contractor's actions compromised his fence and hedge, which caused his backyard to cave in due to a hole dug for a pool that filled with water after heavy rains. The pool was now filled with stagnant water, attracting frogs, mosquitoes, etc. Mr. Silliman noted the owner never installed temporary electricity, and the entire project ran on gas-powered generators, creating a major noise nuisance. They worked during hours no work should take place, and the inadequate work crew worked in unsafe conditions. He questioned the pool elevation, as it was dug at a grade that would cause it to drain either into his neighbor to the east or onto his property. When code enforcement came to take pictures, they told him the pool permit expired. He urged the Commission to have Town staff investigate the matter, as he anticipated a lawsuit to resolve the matter.

Marie Chiarello, resident, commented the applicant should have checked with the Towns code requirements regarding the timeframe for permits. She stated that on Christmas Day in 2011, they spent the morning having breakfast to the sound of a jackhammer which prompted them to call the police to deal with the noise nuisance. No port-o-potty had been on the property for a while, and the progress of the work was a disgrace, as the owner took a long time to put up a fence, and barbed wire lay around on the lot with weeds growing into it. She said the contractor and his work crew did not close the fence when they left work for the day, and despite them working on Christmas Day, months would go by without any sign of work. Ms. Chiarello felt the neighbors put up with these unacceptable conditions for years, and she urged the Commission to stick to the 18-month limit.

Michael Chinnici, from Westrock Industries, Inc. and General Contractor for the subject property, said he was never told of the 18-month rule when he inquired of Town staff what ordinances were in effect, if any, that superseded the County code, and his work was conducted by the County rules. He was currently waiting on two permits from the County. Work stopped for a few weeks due to discrepancies in the fees, and there was an additional one-month delay due to the pool permit being separated from his building permit. He had no interaction with the pool contractor, as the owner dealt directly with the pool company, but he believed everything was done to code. Mr. Chinnici claimed, despite the comments of previous speakers, his work on the property passed every inspection, including the seven revisions, and during those revisions the 18-month rule was never mentioned by anyone in the Building Department. One revision took two and a half months to pass due to staff asking for the word "balcony" to be changed to "deck".

As soon as he discovered the 18-month rule, he warned the property owner not to put any more revisions in due to the time factor. There should be some notification that if a house was built differently than what was permitted, that it still had to be completed within the 18-month timeframe. No one at the Broward County Building Department was aware of the Town's 18-month rule, and he wished to move forward with the work, as he was close to finishing.

Commissioner Vincent asked if there was a currently a working toilet on the property.

Mr. Chinnici replied one would be delivered earlier in the day, as the contract with the previous supplier expired, but there was a port-o-potty at the site when work began.

Commissioner Vincent questioned if the project had repeated inspections throughout the progress of the work, as the permit was deemed as expired if there were no inspections within a six-month period.

Mr. Chinnici responded Broward County's rule superseded the Town's, and their periodic inspections were done every 90 days, all of which were done and passed.

Commissioner Vincent wished to know when the job would be completed.

Mr. Chinnici stated they were tiling the bathrooms, doing interior painting, and the exterior of the house was completed months prior with stucco, paint, and roof work. The broken garage door would be replaced with a new door on the coming Thursday. He expected the work to be completed by the October 2 deadline Town staff gave them when it was discovered that the project was past the 18-month deadline, so his client and his attorney directed him to apply for an extension from the Town.

Commissioner Vincent asked if the property ever had temporary electricity.

Mr. Chinnici replied they did not need it, and FP&L could not supply them with power for another two weeks.

Commissioner Dodd remarked on the experience having his home immediately situated next to a house on Imperial Lane undergoing renovations for 22 months, and the work remained. The work began in 2009 and progressed with slow and untidy contractors, thus the Commissioners were sympathetic to people living with such conditions. He was very much in favor of applying the fines set out in the code, as it was the architect and builder's responsibility to know about the municipal codes where work took place. The Town's code stated a port-o-potty should be on a construction site from the day work commenced, no construction work should take place on Christmas Day, nor should a pool be allowed to get into the disgusting state shown in the photographs in the backup. Fines should begin running after October 2 as recommended by Town staff, particularly since Mr. Chinnici believed the work would be completed by that date.

Town Attorney Trevarthen noted the Town's code stated, prior to the enforcement and application of fines, the Town had to go through the process for a minimum of 60 days

after issuing notice. She wished to confer with the Town Planner to ascertain when the 60-day period began, as October 2 did not give the full 60 days from the time of notice. She suggested the motion should be to consider, at a minimum, going beyond the initial 60-day period as set forth in the backup in Exhibit 2, subsection (g).

Commissioner Brown felt unsure what the options were if the Commission did not approve the extension.

Mr. Chinnici claimed to be waiting on a permit Broward County lost two years ago.

Commissioner Brown asked was Commissioner Dodd's motion to approve the fines beginning to run as soon as it was legally feasible or on the project's completion.

Commissioner Dodd responded it was up to the Town's Building Department to work the time out with the owner and contractor. He was unclear as to whether the latter would get fined for going beyond the deadline; Town Planner Connors could inform the Commission of the owner's options to complete the work by October 2.

Town Manager Hoffmann remarked the property at Imperial Lane mentioned by Commissioner Dodd was being fined daily.

Mayor Minnet believed the key was that Town staff would handle the matter, as the Commission's charge was to decide whether to impose the fines.

Town Planner Connors clarified the applicant might still have a valid building permit and could continue to work. She said Town code section 6-12 said the property owner would be fined on a daily basis any time after 180 days from the date notice of that deadline was sent. The owner was not applying for an extension of the building permit, he was asking for an extension of the time requirement to prevent being fined, so the work could continue and was expected to be completed by the October 2 date.

Commissioner Dodd made a motion to approve item 17c, with fines starting when legally feasible. Vice Mayor Sasser seconded the motion. The motion carried 5-0.

d. Discussion of Restaurant Parking Exemption Program and Long-Term Parking Study (Commissioner Mark Brown)

This item was discussed after Item 17b.

Commissioner Brown stated the Parking Exemption Program was instituted to alleviate the stress of challenging economic times. However, he questioned the need to continue the program, as the Town was investing over \$3 million in renovating the Downtown district. He intended to include in his motion for approval the discontinuation of the Parking Exemption Program. The Commission voted to delay the long-term parking study to the next fiscal year, and he wished to include in his motion a directive for staff to begin the process of going out to RFP for the parking study with specific factors. He wished the study to include: possible locations in the Town for additional parking;

interested private developers coming to the Town to provide parking and the associated costs; a comparison of the Town's parking rates to other beachfront communities to determine if they were reasonable; and look at the economic impact of the Parking Exemption Program, including an analysis of how well the program worked.

Vice Mayor Sasser mentioned working very hard to implement the Parking Exemption Program, agreeing that the Commission and staff should always measure the efficacy of a policy by examining the data and putting together a holistic strategy. He vehemently opposed stopping the program without an analysis and having an expert opinion rather than anecdotal evidence, as the decision to stop the program should be based on facts.

Commissioner Vincent concurred with delaying any action on the subject items until the Commercial Boulevard beautification projects were completed. The nationwide economic uncertainty was likely to continue for a few more years, so stopping the Parking Exemption Program was premature. He said anything the Town did in the future regarding a parking garage would be funded by parking revenue from the meters not taxpayers' dollars, and the Town could do a joint venture with a private enterprise.

Commissioner Dodd asked if Town staff knew the cost of a parking space prior to the Parking Exemption Program and other options for businesses in the program

Town Planner Connors was unaware of any other options.

Town Manager Hoffmann indicated businesses could buy or lease spaces from the Town to meet parking space requirements, such as 101 Ocean had. The ability to use this option was determined by parking space availability.

Commissioner Dodd felt before an evaluation of the program could be made, Town staff needed to provide the figures on what the Town would have charged before the program or after it ceased. The Parking Exemption Program promoted new businesses and allowed existing businesses to expand, as parking spaces within walking distance of the Town's downtown area were limited. He mentioned at the last open discussion held with the builder of the parking garage to the north of the Town, that builder did not foresee the Town needing a parking garage for another ten years. The Town had yet to use up all its possible parking spaces that could be developed for less than the \$20,000 per space associated with a parking garage. Commissioner Dodd suggested a modification to the Parking Exemption Program with the Town providing one parking space for each space supplied by a business requesting an exemption. In this way, the Town would only provide half the number of spaces. He supported further research on the success of the program and its economic impact for the Town.

Commissioner Brown made a motion to direct the Town Manager to do an RFP (Request for Proposals) to have a consultant do a comprehensive long-term parking study along the lines of the present Commission feedback. He believed if the Town went out to RFP now, it would still be months before bids were received, a contractor selected, and recommendations were made to the Town. He withdrew his earlier motion to end the Parking Exemption Program, but he wished it addressed as part of the study.

Vice Mayor Sasser asked about the scope of services in the RFP, as he thought more discussion was needed on what everyone wanted out of the parking study.

Mayor Minnet commented staff sent out all the Town's RFPs to the Commission, so they could give their feedback. She agreed this was a very important issue, and thought the Commission was ready to make those decisions and ask the necessary questions to allow staff to draft a correct RFP. The Town was poised to move forward and make a decision on parking it had never made before.

Vice Mayor Sasser wished it made clear the motion was not for staff to go out to RFP, rather it was for staff to prepare an RFP for the Commission to review for further discussion at a Commission meeting.

Commissioner Brown concurred.

Town Manager Hoffmann recommended rather than draft an RFP, staff would draft a scope of services based on the Commission's discussion and other factors staff had in mind. Staff would then present the scope of the RFP to the Commission for discussion. She felt the Commission's discussions indicated that the Town sought not only a parking consultant, but a team that included an economic redevelopment person/firm.

Vice Mayor Sasser asked if Town staff had the time to take on such a task.

Town Manager Hoffmann responded Mr. Carbon and she dealt with the two main construction projects, with help from Municipal Services Director Prince. The RFP for the parking study would be handled by Assistant Town Manager Bentley and Finance Director Bryan.

Commissioner Dodd suggested discussing the RFP scope of services at a workshop.

Commissioner Brown believed going to a workshop only slowed down the process.

Mayor Minnet thought the discussion should be done at a regular Commission meeting. If a workshop for further discussion was warranted, one would be scheduled at that time. She was in favor of moving forward drafting a scope of services for the RFP.

Town Manager Hoffmann indicated staff would make their presentation at the second Commission meeting in October.

Commissioner Brown made a motion to approve item 17d, directing Town staff to draft an RFP for a comprehensive Parking Study to be brought back to the Commission at the 2nd Commission Meeting in October for Commission consideration. Commissioner Vincent seconded the motion. The motion carried 5-0.

- e. [Application for Relief of Code Enforcement Lien at 3270 Spanish River Road \(Town Planner Linda Connors & Code Officer Tuchette Torres\)](#)

Town Planner Connors reviewed the details of the subject item set forth in the backup.

Town Manager Hoffmann thought the Town had no copy of the purchasing contract.

Town Planner Connors replied there was a copy in the backup that showed a purchase price in the contract of \$270,000 on page three of the Bank of America Addendum.

Town Manager Hoffmann queried the status of the closing, as the backup said the closing should be on or before 11/29/2012 or in five calendar days of the loan approval.

James Ober, the purchaser, said he continued to receive two-week extensions, as the Town refused to give him more time, and the current extension ended on September 12. Another extension was needed, as the title work was not ready.

Commissioner Vincent questioned the owner's intended use of the property.

Mr. Ober had hoped to reside at the property, but later when he was unable to buy the property, he bought a property on Seaward Drive some two blocks away from the subject site. He moved into the house on Seaward Drive the previous week, but he still wished to purchase the subject property as an investment.

Commissioner Vincent inquired as to Mr. Ober's cost estimate to make the property code compliant.

Mr. Ober anticipated a cost of \$50,000 or \$60,000.

Commissioner Brown said the property had been an eyesore in the neighborhood for years, so it would be good to see it improved. His concern lay with the bank, as they owned it for a long time and allowed it fall into disrepair; now the problem was Mr. Ober's, as he agreed to buy the property as is, taking on the myriad of issues associated with the property, including the liens. The request to waive 98.9 percent of the lien was unrealistic, as someone had to pay for the extremely unsatisfactory conditions neighboring residents endured for many years.

Commissioner Dodd echoed dissatisfaction with the bank that owned the property since September 2012. It seemed the buyer dragged their feet since the contract appeared in November 2012, spending hours speaking to a variety of people about renovations, but never discussing with the bank how to address the liens on the property. He felt the offer of \$5,000 to settle the liens was insulting, as the Town had a history of mitigating liens at 20 to 25 percent, which was appropriate in the subject case. The bank should be told this was a one-time offer, and the property had to be brought into compliance.

Vice Mayor Sasser said no one suffered more than he, as the subject property sat directly across the street from his home. He felt the bank was to blame, as it allowed the subject situation to develop, so they should pay the fines. He favored mitigating at no less than 50 percent.

Commissioner Vincent found it amazing that the bank did not contact the Town about trying to resolve the situation, as their neglect of the lot hurt the value of neighboring properties, and it was hard to put a value on such actions. The bank refused to spend money on basic upkeep, hoping the prospective buyer could convince the Town to mitigate the lien down by 98 percent. He believed banks tried to line their pockets, accepting no responsibility for the effect their neglect had on the community, so he concurred with no less than a 25 percent mitigation of the lien.

Commissioner Brown sought clarification if Mr. Ober could negotiate with the bank to pay the mitigated portion of the lien or was he responsible for paying the whole amount.

Mr. Ober remarked the bank refused to speak with him, so he went through the listing agent, who went through the selling agent; his attorney was unsuccessful in speaking with anyone at the bank. His suggested \$5,000 was what he was willing to go up on his purchase price for the deal to go through; going up more than that amount meant he would lose money, as the house needed a lot of work. If the bank was unwilling to lower the price after he offered to go up \$5,000, there would be no deal.

Vice Mayor Sasser indicated Town Attorney Trevarthen told him he could participate in the discussion but, as his property was located across from the subject site, he should recuse himself from the vote, which he would do.

Town Manager Hoffmann felt if the Commission was going to adopt a motion, the matter of continuing to accrue fines had to be addressed until the closing was finalized, as the fine could be a lot higher by that time. She asked if the Commission wished to set a final dollar amount based on 25 percent of the current amount owed, or would the 25 percent be determined at the time of closing.

Mayor Minnet added if the closing failed, the property could sit in its current state of disrepair for another year or more. Her concern was the violations remained uncorrected; questioning what resources the Town had to rectify the violations.

Town Attorney Trevarthen informed the Commission that staff just learned this was not a homesteaded property, so the Town could consider instituting its own foreclosure action. It would be difficult, but staff could hold further discussions with the Commission.

Mayor Minnet stated another concern was that did the buyer intend this to be an investment property, and she had no wish to see it become a vacation rental.

Commissioner Vincent wished to entertain a motion for a 25 percent mitigation, giving the property owner a set time to pay. If the bank paid the mitigated amount, the buyer was still left with the cost of correcting the violations.

Town Manager Hoffmann believed the payment of fines was accepted only after the property came into compliance.

Town Planner Connors affirmed this to be the case.

Mr. Ober understood he had 120 days to come into compliance, during which time there would be a stay on the fines.

Town Manager Hoffmann affirmed the Commission had the ability to make that ruling by picking a dollar amount rather than a percentage.

Town Attorney Trevarthen felt the Commission's directive dovetailed with staff recommendations: a mitigation of 25 percent of the full amount of the current lien plus \$1,440 in administrative costs, make the settlement contingent on full payment being made to the Town within 30 days of Commission approval, and the property brought into compliance within 120 days of closing.

Commissioner Dodd made a motion to approve item 17e with staff recommendations as presented. Commissioner Vincent seconded the motion. The motion carried 4-0. Vice Mayor Sasser recused himself from voting.

18. ADJOURNMENT

With no further business before the Commission, Mayor Minnet adjourned the meeting at 10:20 p.m.



Mayor Roseann Minnet

ATTEST:



Town Clerk Vanessa Castillo

10/22/13
Date

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Sasser Scot Wayne</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Lauderdale-By-The-Sea Commission</i>	
MAILING ADDRESS <i>3271 Spanish River Drive</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Lauderdale-By-The-Sea</i>	COUNTY <i>Broward</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>09/10/2013</i>		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Scott Sasser, hereby disclose that on September 10, 2013:

(a) A measure came or will come before my agency which (check one)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Item 17e for Application of relief of Code Enforcement Lien at 3270 Spanish River Drive. The address is directly across from my primary residence and ~~and~~ a decision could result in my special private gain or loss

9/12/13
Date Filed

Scott Sasser
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.